

COLLECTIVE AGREEMENT

between



TRENT UNIVERSITY

and



CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3908 (UNIT 2)

September 1, 2005 to August 31, 2008

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ARTICLE 1 - PURPOSE

- 1.01** The purpose of this Agreement is to establish and maintain an orderly employment relationship between the University and its employees represented by the Union; to provide mechanisms for the prompt and equitable settlement of non-academic grievances and disputes; to promote cooperation and understanding between the University and its employees; and to recognize the mutual value of continued dialogue in matters relevant to working conditions, hours of work, wage scales and other non-academic matters. The Union and the Employer agree to co-operate in the promotion and enhancement of the University and to encourage a climate of mutual respect and good faith.
- 1.02** The parties agree to the foregoing and following provisions which shall supersede all previous agreements between the University and the employees represented by the Union.
- 1.03** Both parties agree that in the event that future legislation renders null and void any provision of this Agreement, all other provisions shall remain in effect for the term of this Agreement.

ARTICLE 2 - RECOGNITION

2.01 The University recognizes the Union as the sole and exclusive bargaining agent for all employees registered as students at Trent University who are regularly employed for not more than 24 hours per week as Teaching Assistants, Markers, Proctors, Lab Demonstrators or Lab Advisors in the Academic Programs at Peterborough and at the Durham College location, save and except any employees for whom a trade union held bargaining rights on March 17, 1998.

For purposes of clarity, Research Assistants are not included in the bargaining unit.

For purposes of clarity, students employed in the delivery of non-credit courses, with the exception of students employed as Lab Advisors in the Department of Information Technology, are not included in the bargaining unit.

Employees who are also appointed to the Board of Governors and who would otherwise be included in the bargaining unit will not be included in the bargaining unit during their term of appointment to the Board of Governors.

2.02 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

2.03 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. Neither shall the Employer meet with any employee or group of employees undertaking to represent the Union without the authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall speak for the Union.

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives, which conflicts with the terms of this Collective Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01** The management of the University and direction of employees are fixed exclusively with the University and, without limiting the generality of the foregoing, it is the exclusive function of the University to:
- (a)** Maintain order, discipline, and efficiency;
 - (b)** Hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall, and suspend, discharge or otherwise discipline employees for just cause, subject to the right of an employee who has completed his/her probationary period to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
 - (c)** Determine the nature and kind of business conducted by the University, the kinds and locations of equipment used, materials used, the methods and techniques of work, the schedules and hours of work, the number of personnel to be employed, classifications and the qualifications for positions, and the extension, limitation, curtailment or cessation of operations;
 - (d)** Make and enforce and alter from time to time rules and regulations to be observed by employees.
- 3.02** No practices, customs or other terms and conditions of employment in effect prior to the coming into force of this Agreement shall continue unless negotiated and expressly specified in this Agreement.
- 3.03** Management shall exercise its rights in a manner that is reasonable and consistent with the terms of this Agreement.

ARTICLE 4 – DEFINITIONS

- 4.01 Where a noun, pronoun or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included.
- 4.02 For the purpose of interpretation of this Agreement, the following definitions will apply:
- (a) **“Employee”** means an employee of the University included in the bargaining unit as defined in Article 2 – Recognition Clause, of this Agreement;
 - (b) **“Supervisor”** means the person directly responsible for the assignment and direction of work;
 - (c) **“Student”** means a person who is registered as a student at Trent University;
 - (d) Unless otherwise specified, a **“day”** is a working day in the University’s Department of Human Resources;
 - (e) **“Department”** means Academic Department or Program;
 - (f) **“Academic Term (or) Session”** means as defined in the Trent University Calendar.

ARTICLE 5 – DISCRIMINATION AND/OR HARASSMENT

- 5.01** The University and the Union agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practised by either of them with respect to any employee in the bargaining unit in any matter to do with terms and conditions or employment by reason of race, creed, colour, age, sex, marital status, nationality, ancestry, place of origin, political or religious affiliations, sexual orientation, citizenship, age, record of offences, family status, handicap, language (unless a bona fide occupational requirement of a position), nor by reason of membership or non-membership or activity or lack of activity in the Union. The above terms are as defined in the Ontario Human Rights Code, where so specified.
- 5.02** Every employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee due to the prohibited grounds as stated in the Code.
- 5.03** “Harassment” means engaging in a course of vexatious comment or conduct, that is known, or ought reasonably be known, to be unwelcome.
- 5.04** In addition to harassment based on sex under Article 5.03, “sexual harassment” means:
- (a)** A course of solicitations or advances, amounting to vexatious misconduct, made to another person or persons by a person in a position to confer, grant or deny a benefit or advancement to the person(s), where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome to the other person(s); or
 - (b)** Any sexual solicitation or advance of a serious nature, made to another person or persons by a person in a position to confer, grant or deny a benefit or advancement to the person(s), where submission to such solicitation or advance is made either explicitly or demonstrably a term or condition of the other person attaining a benefit or advancement; or
 - (c)** Reprisal or threat of reprisal, for the rejection of sexual solicitation or advancement under 5.04(a) or 5.04(b), where the reprisal or threat of reprisal is made by a person in a position to confer, grant or deny a benefit or advancement to the other person; or
 - (d)** A course of vexatious misconduct, comprising sexual solicitations or advancements that interferes with an individual’s work or academic performance, where the person making the solicitation or advance knows, or ought reasonably to have known, that it is unwelcome to the other person(s).

5.05 The University and the Union agree that any allegation of discrimination or harassment under Article 5 shall be handled through Step 2 of the grievance procedure.

In the event of a grievance resulting from an alleged violation of Article 5, the grievor may, where the person against whom the allegation is made is his/her supervisor, refer the grievance to the next step of the grievance procedure.

Where an employee has lodged a complaint pursuant to the Trent University Policy on Discrimination and Harassment, they shall not subsequently be eligible to file a grievance under the provisions of this Collective Agreement.

5.06 Where an employee had lodged a grievance alleging that he/she has been a victim of discrimination or harassment, he/she may request of the appropriate Dean that his/her duties be modified, as the nature of the particular circumstances dictate, in an attempt to eliminate contact between the employee and the accused during the period of investigation.

5.07 Nothing in Article 5 is intended to:

- (a) inhibit consensual social relationships, freedom of expression or academic freedom of any members;**
- (b) limit the authority of those individuals charged with supervising others, counselling others, informally resolving complaints or conducting job performance appraisals;**
- (c) restrict the role of the Union or its representatives in responding to the concerns of members;**
- (d) restrict the actions of the University in responding to substantiated instances of discrimination or harassment.**

ARTICLE 6 – UNION REPRESENTATION

- 6.01** The Union shall have the right at any time to have the assistance of authorized representatives of CUPE when meeting or negotiating with the Employer. Such authorized representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.
- 6.02** The University recognizes the right of the Union to appoint up to six (6) stewards and the Union shall appoint one (1) Chief Steward from among the appointed stewards.
- 6.03** The Union shall keep the University informed in writing of the names of the employees selected to act as Union Stewards and other officers, and the effective date of their appointments.
- 6.04** The Union's stewards have regular duties to perform on behalf of the University and the stewards will not leave such duties without first obtaining the permission of their immediate supervisor. Such permission will not be unreasonably withheld.
- 6.05** There will be a Labour/Management Committee comprised of three (3) representatives of the Union and three (3) representatives of the University. The Committee shall meet three times per year (October, January and April), for the purpose of discussing issues related to union/management matters that affect the parties (i.e., workload and technological change). It shall have the authority to make recommendations to the parties, but shall not amend, modify or alter the terms of this Agreement.
- 6.06** The parties agree that where the Employer becomes aware of significant, university-wide policy changes that are expected to have a substantial impact on the number of positions available to Local 3908 (Unit 2) CUPE bargaining unit, the Employer will inform the CUPE executive via a joint committee meeting scheduled as soon as practicable.
- 6.07** All correspondence between the parties shall be mailed between the Department of Human Resources and the President of the Union.
- 6.08** The Union agrees that there will be no solicitation on behalf of the Union on University premises by or of an agent/member of the bargaining unit during his/her working hours, the Union or any of its representatives or members, except as provided in this Agreement or otherwise in writing.

6.09 The Employer agrees to provide the Union the equivalent of 1.0 GTA base stipend, per year, for the purpose of paying members for union service.

ARTICLE 7 – NEGOTIATING COMMITTEE

- 7.01** **The University agrees to recognize and deal with a negotiating committee of not more than three (3) members and one (1) alternate member in the bargaining unit, who have completed their probationary period, plus an authorized representative of the Union.**
- 7.02** **The negotiating committee will deal only with such matters as are properly the subject matter of negotiations for the renewal or modification of this Agreement.**
- 7.03** **The University agrees to allow the bargaining unit employees from the Union’s negotiating committee time off work without loss of regular straight time pay on those days the Union negotiating committee meets with the University negotiating committee, up to but not including conciliation, where the employee would otherwise have have been required to work on that day.**

ARTICLE 8 – DUES AND CHECK OFF

8.01 The Employer shall deduct and pay out of the wages and/or salary due to the employee the appropriate union dues and assessments, as established by the Union. The University shall remit the amount deducted to the Treasurer of the Local Union by the end of the month in which deductions were made and at that same time forward a list of names of the employees from whom the deductions were made. In October and February of each academic year, the University shall also provide the Union with available contact information of all bargaining unit members, as available through the current Payroll system. The Secretary-Treasurer of the Union shall notify the University in writing of any change in the amount of union dues, and such notification shall be the University’s conclusive authority to make the deductions specified.

The Union shall provide the names of all representatives in accordance with the provisions of this Agreement and shall continue to update the University with any changes to that list.

Upon request, the Department of Human Resources, will provide any available information necessary to assist the Union in completing CALURA surveys as required by Federal and Provincial legislation.

8.02 The Employer shall indicate the monthly deduction of dues on each employee’s pay.

8.03 The University will show the amount of Union dues paid by an employee on the employee’s income tax T-4 statement.

8.04 The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

ARTICLE 9 – STRIKE OR LOCKOUT

- 9.01** The University agrees that there will be no lockout of employees and the Union agrees that there will be no strike, picketing or other interference with the operation of the University so long as this Agreement continues to operate. The words “strike” and “lockout” shall bear the meaning given them in the Ontario Labour Relations Act.
- 9.02** In the event that an(y) employee(s) of Trent University, other than those covered by this Agreement, engages in a strike, and maintains picket lines, employees covered by this Agreement shall not be required to perform work normally done by that (those) employee(s). However, employees are expected to perform their own scheduled duties during such periods.

ARTICLE 10 – INFORMATION

- 10.01** The Employer agrees to inform all applicants upon employment in the bargaining unit that the Union represents the Bargaining Unit and that a Collective Agreement is in effect. The Employer also agrees to provide employees with a copy of the Collective Agreement upon commencement of their employment.
- 10.02** Within sixty (60) days of the ratification of this Agreement, the Employer shall prepare and provide each employee in the bargaining unit at that time with a copy of the Agreement. In addition, the Employer shall provide the Union, at no cost, with a further fifteen (15) copies of the Agreement for its own use.
- 10.03** The Employer shall provide the Union with a copy of the Trent University phone book as it is produced annually.
- 10.04** The Employer agrees to permit the Union the use of Campus Mail facilities for business pertaining to the Union and in order that all members of the bargaining unit be kept well informed of Union meetings, including notification of Union meetings. All postage for off-campus mail must be supplied by the Union.
- 10.05** The Employer shall provide a bulletin board in each building where members of the bargaining unit are employed and such space shall be designated as CUPE Local 3908 (Unit 2) space. The Union shall have the right to the reasonable use of this space for the purposes of conveying information to its members.
- 10.06** The Employer shall permit the Union to book University rooms for business meetings of the Union at no cost, subject to availability and normal scheduling arrangements. An office will be provided for the Union on campus, including a telephone (exclusive of long distance charges) and a computer user account.

ARTICLE 11 – REPRIMANDS

- 11.01** Expressions of dissatisfaction which may lead to a formal reprimand shall be discussed in a meeting between the Chair of the Department or designate and the employee. The employee shall be advised in writing that he or she is entitled to be assisted by a Union representative. A Steward or other Union representative shall be afforded if the employee so requests. In the event that an employee requests a Steward, no further communication with the employee shall occur on the matter without a Union representative being present.
- 11.02** Any formal reprimand shall be forwarded within ten (10) working days of the above meeting to the employee, with copies to the employee's file, the Union, and the Department of Human Resources. If this procedure is not followed, the formal reprimand may not be used in a disciplinary proceeding against the employee. An employee may respond in writing to the written notice within ten (10) working days and such response will become part of the record.
- 11.03** A formal written reprimand issued in accordance with 11.02 shall be removed after one (1) year provided no disciplinary action related to the reprimand has been taken.

ARTICLE 12 – DISCIPLINE

- 12.01** The University and the Union recognize the principle of progressive discipline by adopting the procedure as follows:
- 12.02** The University shall, in the process of progressive discipline, use verbal and/or written reprimands. In such cases, the employee shall be clearly informed that it is a verbal or written warning.
- 12.03** The University recognizes that a written reprimand should precede any disciplinary action (i.e., suspension or discharge), except in the case of gross misconduct, and that an employee shall be given a set and reasonable time period in which to demonstrate the required sustained improvement in the area of concern.
- 12.04** There shall be no decision to discipline an employee until the reasons giving rise to the proposal for discipline have been discussed with the employee by the Department/Program Chair or designate. When such meetings are held, the employee shall be advised that he or she is entitled to be assisted by a Union representative. A Steward or other Union representative shall be afforded if the employee so requests.
- 12.05** If disciplinary action is to be taken against an employee, he/she will be advised in writing, with a copy to the Union, within three (3) working days of the meeting in Article 11.01 above of the action being taken and the grounds upon which the action is based.
- 12.06** An employee who wishes to grieve disciplinary action taken against him/her shall initiate the grievance at Step 2.
- 12.07** **Employee Files**
- A separate employment file for each employee shall be maintained by the University as necessary. The employment file will be separate from any file on the academic record of the employee as a student. The employment file may include any correspondence with the employee of matters relating to the employment relationship.
- 12.08** It is agreed that disciplinary letters within an employee's employment file shall be removed after a twelve (12) month period of employment provided that no further discipline has been recorded within that twelve (12) month period of employment.

ARTICLE 13 – PROBATIONARY PERIOD

13.01 Employees shall be considered probationary for thirty (30) calendar days, commencing from the date on which classroom duties begin. The probationary employee may be terminated where, in the sole opinion of the University, he/she is determined unsuitable or his/her performance is determined to be unsatisfactory. Such employee shall have no recourse to the grievance and arbitration provisions of this Agreement, nor shall an arbitrator have jurisdiction to entertain a grievance concerning the discharge of a probationary employee.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.01 Informal Verbal Complaint

It is the mutual desire of the parties that complaints of employees shall be addressed as quickly as possible, and it is understood that an employee normally shall give his/her immediate supervisor an opportunity of adjusting his/her complaint. Where the supervisor is also the employee's thesis supervisor or grades the employee's academic work the employee may request the assistance of a Union Steward.

The supervisor shall be allowed five (5) working days to seek information and advice and to communicate his/her answer to the complainant. Failing a satisfactory settlement, the complaint may be taken up as a grievance in the following manner:

14.02 Formal Grievance

Step 1

The employee, assisted by the Union Steward if he/she so desires, may submit a written grievance to the Chair of the Undergraduate Department/Program. Any such grievance should be delivered to the Chair within ten (10) working days after the employee became aware of, or ought reasonably to have been aware of, the incident or original circumstances giving rise to the grievance occurred. The nature of the grievance, the relevant provisions of the Collective Agreement, and the remedy sought shall be set out in the grievance on a form mutually agreed to by both parties.

The Chair will then deliver a decision in writing within five (5) working days following the day on which the grievance was presented. Failing settlement at Step 1 then:

Step 2

Within five (5) working days following the University's decision under Step 1, the Union may refer the grievance to Step 2. The Dean of Arts and Science, or designate, will arrange a meeting within ten (10) working days between the Dean of Arts and Science, or designate, and the grievor, the Union Steward, and an official of the Union to discuss the grievance. The Dean of Arts and Science, or designate, will give a written decision within ten (10) working days of the Step 2 meeting.

Step 3

Within five (5) working days following the University's decision under Step 2, the Union may refer the grievance to Step 3. The Associate Vice-President of Human Resources, or designate, will arrange a meeting within ten (10) working days with the grievor, the Union Steward, and an official of the Union to discuss the grievance. The Associate Vice-President of Human Resources, or designate, will give a written decision within ten (10) working days of the Step 2 meeting.

14.03 A claim by an employee that he/she has been unjustly suspended or discharged shall be a proper subject for a grievance if a written statement of such grievance is lodged at Step 2 of the grievance procedure within ten (10) working days after the employee receives notice of the discharge or suspension. A grievance involving health and safety shall be initiated at Step 3 within ten (10) working days of the incident.

14.04 **Group Grievance**

Where more than one employee has a similar complaint or grievance and are seeking similar relief, a group grievance may be submitted at Step 1 (where the dispute concerns employees in the same Department/Program) or Step 2 (where the dispute concerns employees in more than one Department/Program). Such grievance shall be signed by the Chief Steward or designate and shall commence within ten (10) working days after the employees become aware of, or ought reasonably to have been aware of, the incident or original circumstances giving rise to the dispute.

14.05 **Policy Grievance**

A complaint or a grievance arising directly between the University and the Union concerning the interpretation, application or alleged violation of this Agreement (which would not normally be grieved by an individual employee) shall be initiated at Step 3. Any grievance by the University or the Union as provided herein shall be commenced within ten (10) working days after the circumstances giving rise to the complaint have occurred. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee could himself/herself have initiated a grievance pursuant to the provisions of this Article.

14.06 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as set forth in this Agreement. If no written request for arbitration is received within ten (10) working days after the University's decision under Step 3 is given, the grievance shall be deemed to have been settled and not eligible for arbitration.

14.07 Where no answer is given within the time limits specified in the grievance procedure, the Union and the University shall be entitled to submit the grievance to the next Step in the grievance procedure. Any grievance not processed within the time limits specified in the grievance procedure shall be deemed to have been settled and not eligible for arbitration.

14.08 The time limits set out in this Article may be extended by mutual agreement of the parties in writing.

- 14.09** All decisions arrived at between representatives of the University and the Union shall be in writing and shall be final and binding upon the University, the Union and the employees concerned.
- 14.10** No grievance may be submitted to arbitration which has not been properly carried through all requisite steps of the Complaint/Grievance Procedure.
- 14.11** Notwithstanding the above paragraph, failing settlement of the grievance and where the parties by mutual consent agree, the services of a mediator on a without prejudice basis, or a mediator/arbitrator may be used in an attempt to settle the dispute prior to arbitration. Either party may request of the other, in writing, the services of a mediator or mediator/arbitrator within fifteen (15) days of the decision to apply for mediation. The response shall be given in writing. Where the parties do not agree to mediation, the Union may demand in writing within fifteen (15) days that the matter proceed to arbitration. Where the parties agree to mediation/arbitration, the decision of the mediator/arbitrator will be binding but without prejudice.

ARTICLE 15 – ARBITRATION

- 15.01** If the University or the Union requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party within ten (10) working days of receipt of the answer to the grievance at Step 3 or ten (10) working days of the expiration of the time limit provided under Step 3. Where no written request for arbitration is received within the time limits set out herein, the grievance shall be deemed to have been settled and not eligible for arbitration. A written request that a grievance be submitted to arbitration shall include the name of the referring party's proposed sole Arbitrator. Within ten (10) working days thereafter, the other party shall confirm its agreement to the Arbitrator proposed. If the parties are unable to agree on an Arbitrator, they may then request the Ontario Minister of Labour to appoint an Arbitrator.
- 15.02** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 15.03** No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.
- 15.04** The Arbitrator shall hear and determine the difference between the parties and the decision of the Arbitrator shall be final and binding upon the parties hereto and the employees.
- 15.05** The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement, nor alter, modify or amend any part of the Agreement.
- 15.06** The parties will jointly bear the fees and expenses of the Arbitrator.
- 15.07** The time limits set out in this Article may be extended by mutual agreement of the parties in writing.
- 15.08** The University and the Union may by written agreement substitute a Board of Arbitration for the sole Arbitrator provided for herein and the Board of Arbitration shall possess the same powers and be subject to the same limitations as the sole Arbitrator.

ARTICLE 16 – ACADEMIC FREEDOM

16.01

Academic freedom is based upon the principle that the common good of society depends on the search for knowledge and its free exposition, and upon the recognition that universities, through their teaching, scholarship and research functions, are essential to both these functions. The parties agree that they will not infringe or abridge the academic freedom of any member of the academic community. Members of the academic community are entitled, regardless of prescribed doctrine, to freedom in carrying out research and in publishing the results thereof, freedom of teaching and discussion, freedom to criticize the University and the Union, and freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. The claim of academic freedom shall not excuse members from meeting their duties and responsibilities.

ARTICLE 17 – POSITION DEFINITIONS

17.01 The University agrees to create and maintain position descriptions and duties for all job categories in this bargaining unit. The position descriptions that exist as of the month of April, 1999, are attached as Appendix B, for information purposes only, and do not form part of this Collective Agreement.

ARTICLE 18 – JOB POSTINGS

18.01 Graduate Teaching Assistantships

The University shall make the initial appointment of the Graduate Teaching Assistants (GTAs) based on the availability of funding and the suitability of Graduate Student applicants. The selection of GTAs will be on the basis of the best-qualified candidate, as determined by the Graduate Program directors and the Dean of Graduate Studies.

The subsequent year assignment may or may not be in the same course and will depend on the course offerings and a satisfactory performance in the first year. If an employee is deemed to have not performed to a satisfactory level, he or she, upon written request to the Chair of the Undergraduate Department/Program, will be provided with details in writing of ways he or she failed to do so. A GTA must be registered as a full-time Graduate Student as a condition of employment.

GTA appointments shall be for a maximum of two (2) years of eligibility for M.A./M.Sc. students and three (3) years of eligibility for Ph.D. students. The subsequent year assignment may or may not be in the same course and will depend on the course offerings and a satisfactory performance in the first year. In any year in which a student is awarded a major external scholarship (e.g. SSHRC, NSERC, OGS, etc.), the GTA may be reassigned. A GTA must be registered as a full-time Graduate Student as a condition of employment.

Where leave or other approved absence from the University interrupts a Graduate Student's program of study, their eligibility for a GTA position will be maintained to the extent that their eligibility for continuing in their program of study is maintained. Graduate students returning from approved leave shall notify the Office of Graduate Studies of their intent to return to the program of study and their continuing interest in a GTA assignment by the deadlines established by the Office of Graduate Studies.

The University shall be under no obligation to offer employment or other financial support beyond the period of eligibility for the program of study.

18.02 Academic Assistants (AAs)

Students will be given notice in their registration materials that AA positions may be available. Such notice will require that they submit their CV's, and place their names on a list of interested students located in the appropriate hiring Department/Program, by given dates each term. The selection of AAs will be on the basis of the best qualified candidate as determined by the Department Chair and/or the course instructor. Where two or more applicants are relatively equally qualified, the senior applicant shall be selected. Seniority will be defined as experience in the undergraduate Department/Program.

18.03 **Student Markers**

Each academic department will post a notice outside the department office each term, requesting that students interested in working as markers place their names on a list in the department office, along with a current resume. The Chair and/or course instructor shall select a marker from among the students who have placed their names on such a list. Selection of markers shall be based on the ability of the student to perform the duties as determined by the Department Chair and/or the course instructor. Where two or more applicants are relatively equally qualified, the senior applicant shall be selected. Seniority will be defined as experience in the undergraduate Department/Program.

18.04 **Computer Lab Advisors**

Students will be given notice in their registration materials that Computer Lab Advisor positions may be available. Such notice will require that they submit their CV and place their name on a listing of interested students located in the office of the Director of Information Technology. The selection of Computer Lab Advisors will be on the basis of the best qualified candidate as determined by the Director. Where two or more applicants are relatively equally qualified, the senior applicant shall be selected. Seniority will be defined as experience in the undergraduate Department/Program.

18.05 **Postings**

The Employer shall make reasonable efforts to supply the Union with copies of postings for positions in the bargaining unit as they are posted on Department/Program bulletin boards. Once the new HRIS (Human Resources Information System) is implemented and applications are electronically processed, the Union will also be provided with a copy of the Employment Record Form of the successful applicant for each position filled within three (3) weeks of hiring.

ARTICLE 19 – HOURS OF WORK AND WORK ASSIGNMENTS

19.01 Subject to the provisions of this Article, a full Graduate Teaching Assistant (GTA) or an Academic Assistant (AA) position shall normally require an average of ten (10) hours per week, to a total of, and not to exceed, 120 hours per term. A half GTA or AA position shall normally require an average of five (5) hours per week, to a total of, and not to exceed, 60 hours per term.

All assigned work of an employee shall be included in the calculation of the employee's required hours. Such duties may include, but are not limited to: preparing and conducting tutorials, laboratories and seminars, grading assignments, reports and examinations, supervising field trips, class leadership, consultation/office hours, employment related orientation and training, and provision of other academic support and assistance.

19.02 **Work Assignment**

The University and the Union agree that a meeting between the GTA or AA and his/her supervisor should be held no later than ten (10) days after the commencement of his/her employment. At this meeting, the supervisor will describe the work to be done, giving details and the scheduling of assignments and the estimated hours of work, to the extent possible, and the employee will have the opportunity to discuss this information with his/her supervisor. In the event that a GTA or AA finds that the hours allotted for a given task are insufficient, he or she may request a subsequent meeting with his/her supervisor, which will include Union representation at the employee's request.

ARTICLE 20 – HOLIDAYS

20.01 Holidays

No member of the bargaining unit shall be required to work on any of the following holidays; New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, or any holiday declared by the President of the University.

20.02 Employees shall be paid 4% vacation pay on all hours. The vacation pay shall be included in the wages paid bi-weekly.

ARTICLE 21 – LEAVES

21.01 Short Term Sick Leave

It is recognized that from time to time GTAs, AAs and Computer Lab Advisors (who are scheduled to work regular hours over the course of a term), due to short term illness, may be unable to be present for regularly scheduled duties. In such cases employees must make all reasonable effort to advise their immediate supervisor of the absence, as far in advance as possible so that actions may be taken to re-schedule or make up the missed work. With the exception of an emergency, such notification shall be in writing, with a copy sent to the Chair and the appropriate Dean.

Where such illness exceeds one (1) calendar week, the employee shall consult with their supervisor, the Chair and the appropriate Dean, with regard to the anticipated duration of their illness and the employee's ability to continue in their position.

If requested to do so, employees must provide proof of sickness or injury in the form of an appropriate certificate, signed by a legally qualified medical practitioner and acceptable to the Employer, with copies forwarded to the Chair and the appropriate Dean.

21.02 Professional Development Leave

The Employer is cognizant of the fact that due to the nature of the bargaining unit, GTAs may require one day of approved professional development leave. In such cases, GTAs shall be granted one (1) day of leave per year, without loss of pay, if unable for valid reasons, to be present for scheduled duties, to undertake approved professional development leave. GTAs must make all reasonable effort to advise their supervisor of the absence, as far in advance as possible, and to reschedule assigned duties and student contact hours. Requests for Professional Development Leave are understood only to be approved upon written application and approval from the Dean of Graduate Studies.

21.03 Bereavement and Compassionate Leave

Upon written request to the Chair and the appropriate Dean, GTAs, AAs and Computer Lab Advisors, may be granted up to three (3) consecutive days of bereavement leave without loss of pay, where the employee is scheduled to work within this period, in the event of the death of a spouse, child, parent, brother, sister, father-in-law, mother-in-law, or member of the immediate household. One (1) working day shall be granted, for the purpose of attending the funeral of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, aunt, uncle, niece, or nephew.

Recognizing that due to the nature of the bargaining unit, exceptional cases may occur wherein extensive travel is required, GTAs, AAs and Computer Lab Advisors may be granted up to five (5) days of bereavement leave without loss of pay, where the employee is scheduled to work within this period, in the event of the death of a spouse, child, parent, brother, sister, father-in-law, mother-in-law or member of the immediate household. In the event of such an absence, the employee will advise his or her supervisor as soon as reasonably possible.

21.04

Pregnancy/Parental Leave

- (a) An employee is entitled to seventeen (17) weeks of unpaid leave of absence and shall notify her employment supervisor in writing at least three (3) months prior to the expected date of delivery, together with a medical certificate stating the expected date of delivery. The employee shall give supervisors, whenever possible, a minimum of two (2) weeks notice in writing of the date she intends to begin her leave.
- (b) Employees employed for thirteen (13) consecutive weeks shall be granted unpaid parental leave in accordance with the new Employment Standards provisions.
- (c) In exceptional circumstances, the employee may request an extended maternity leave without pay and approval shall not be unreasonably withheld. Where extended leave is requested, the employee shall give one (1) month notice in writing to her employment supervisor.
- (d) If an employee wishes to return less than six (6) weeks after birth, she must provide a medical certificate stating she is fit to resume work, along with one (1) week notice.
- (e) Following maternity leave, an employee shall be reinstated to her former position or shall be provided with alternate work of a comparable nature and at a not less favourable classification and/or wage rate for the remainder of the appointment.

21.05

Civic Leave

Upon written request to the Chair and the appropriate Dean, supported by a copy of the summons, GTAs, AAs and Computer Lab Advisors (who are scheduled to work regular hours over the course of a term) shall be granted Civic Leave. The Employer will continue to pay full salary for employees who have been called for jury or crown witness duty for up to one (1) month, and will not deduct any payments which may be received by the employee for carrying out such duties, provided that such appearances and/or services conflict with the employee's regularly-scheduled duties and that upon return to work the employee provides his or her supervisor with written confirmation of the date(s) and time(s) on which he/she appeared and/or served, signed by an appropriate official of the court.

ARTICLE 22 – HEALTH AND SAFETY

- 22.01** The parties recognize the joint and shared responsibility of the Employer and the employees for the maintenance of a safety and healthy work environment. The Employer specifically acknowledges its obligations under the Occupational Health and Safety Act and related legislation, and in particular its responsibility to provide a workplace where the health and safety of employees is protected as they carry out their duties. The Employer further acknowledges its obligations with respect to the education and training of employees in accordance with the Occupational Health and Safety Act and the Workplace Hazardous Materials Information System. The Employer agrees to provide protective equipment wherever it is required for the safe and effective performance of duties, and to ensure that safety equipment, materials and protective devices are maintained in good condition. For its part, the Union agrees to support any education programs of information by relevant legislation initiated by the Employer and/or required by relevant legislation that will promote health and safety awareness and training among the members of the bargaining unit. Where attendance at educational or training programs is required by the Employer, employees shall be compensated at such a time at their appropriate hourly rate.
- 22.02** No pregnant employee shall be required to use a video display terminal against her wishes. Upon receipt of a written statement from a legally qualified practitioner certifying the pregnancy, the Employer will, upon request, attempt to re-organize the duties of the position such that a VDT is not required. If that is not possible, the Employer will re-assign the pregnant employee to other bargaining unit duties without loss of pay or benefits. Where the employee has been re-assigned, or had her original duties altered, she shall have the right to return to her original duties after the pregnancy, provided that the term of the position has not naturally ended in the interim.
- 22.03** The Employer agrees that the Union shall have the right to appoint a representative to the University's Health and Safety Committee, as well as the right to appoint a representative to any area Health and Safety Committee where the area involved contains members of the bargaining unit. The involvement and participation of such representative shall be in accordance with the terms of reference of the Health and Safety Committee.

ARTICLE 23 – WAGES

- 23.01** Wages paid to employees will be set out in Appendix A attached hereto and forming part of this Collective Agreement.
- 23.02** The University will endeavour to pay all employees by direct deposit bi-weekly, every second Friday.
- 23.03** Where the University determines to introduce a new job classification into the bargaining unit, the University will first discuss the wage rate for a new classification with the Union. If the University and the Union are unable to agree on the wage rate for a new classification, the University may unilaterally implement a wage rate and the Union may file a grievance concerning the wage rate pursuant to the grievance provisions of the Agreement. In any arbitration concerning a wage rate for a new job classification, the arbitrator's decision shall be based solely on the existing wage rates in the Agreement and the duties and responsibilities performed by employees in the bargaining unit.

ARTICLE 24 - TEACHING TECHNOLOGIES

- 24.01** The Employer agrees to provide Web CT training during Introductory Week to those Graduate Teaching Assistants teaching Web CT courses. This training shall be included as part of their normal work assignment hours (see Article 19.01).
- 24.02** Graduate Teaching Assistants required to use new technology as part of their normal work duties (e.g. Web CT) shall be provided with access to appropriate facilities and equipment.
- 24.03** Considering the specific nature of Web CT, employees shall not be expected to work in excess of the hours allocated as part of their work assignment (see Article 19.01 and 19.02).
- 24.04** Given the different requirements of Web CT work and the resulting potential for larger class sizes, a GTA teaching Web CT, once having met with his/her supervisor in accordance with 19.02, Work Assignment, if dissatisfied with the outcome of that meeting, may appeal the conditions of their work assignment to the Dean of Graduate Studies. The member may be accompanied by a Union representative. The member may request that the outcome of that appeal be included with their evaluations.

ARTICLE 25 – DURATION OF THE AGREEMENT

- 25.01** This Agreement shall be effective from the date of ratification by both parties, and shall continue in effect up to and including the 31st day of August, 2008. The Agreement shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing within a period of three (3) months immediately prior to the expiration date, that it desires to amend the Agreement.
- 25.02** If notice of amendment or termination is given, the provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike or lockout accrues.

APPENDIX A

WAGE RATES

(September 1, 2005 to August 31, 2008)

	<u>YEAR I</u>	<u>YEAR II</u>	<u>YEAR III</u>
<u>Graduate Teaching Assistants (full):</u>	<u>Sept. 1/2005</u>	<u>Sept. 1/2006</u>	<u>Sept. 1/2007</u>
	\$8,199.00/year	\$8,445.00/year	\$8,698.00/year
	\$4,099.50/term	\$4,222.50/term	\$4,349.00/year
<u>Graduate Teaching Assistants (half):</u>	<u>Sept. 1/2005</u>	<u>Sept. 1/2006</u>	<u>Sept. 1/2007</u>
	\$4,099.50/year	\$4,222.50/year	\$4,349.00/year
	\$2,050.00/term	\$2,111.00/term	\$2,174.50/year
<u>Undergraduate Students:</u>	<u>Sept. 1/2005</u>	<u>Sept. 1/2006</u>	<u>Sept. 1/2007</u>
Academic Assistants/Computer Lab Advisors/Student Markers (calculated per hour as not always hired for a full term)	\$9.01/hour	\$9.28/hour	\$9.56/hour
<u>Graduate Students</u>	<u>Sept. 1/2005</u>	<u>Sept. 1/2006</u>	<u>Sept. 1/2007</u>
Academic Assistants	\$15.50/hour	\$15.97/hour	\$16.45/hour
Student Markers	\$15.16/hour	\$15.61/hour	\$16.08/hour

APPENDIX B

POSITION DESCRIPTIONS

Graduate Teaching Assistant (GTA) shall be defined as an enrolled Trent Graduate Student who is awarded a two (2) year (M.A./M.Sc.) or three (3) year (Ph.D.), full or half-time Teaching Assistant position, funded by the Office of Graduate Studies. Graduate Teaching Assistants (GTAs) shall prepare and conduct labs/seminars/tutorials or sections of courses, but will not be assigned principal responsibility for the preparation and presentation of courses. GTAs may volunteer to lecture in a course, but lecturing is not required as part of their GTA duties. Duties related to the position, which shall be in accordance with University and departmental practices, shall be determined by the person(s) who has (have) principal responsibility for the course. Such duties normally include the evaluation of the students in the labs/seminars/tutorials or sections of courses, the assigning and marking of the students' written and oral work, submission of grades as required, attendance at lectures, as required, and the maintenance of reasonable hours for student contact outside of scheduled teaching hours.

Academic Assistant (AA) shall be defined as an enrolled Trent student who conducts applied problem-solving sessions with students in a particular subject area or course. Duties of the position shall be assigned by the person(s) who has (have) principal responsibility for the course. Duties will vary by discipline or subject area, but would typically include demonstrating problem-solving and analytical techniques and related marking (e.g. Mathematics, Chemistry), facilitating small group discussions and development of problem-solving strategies (e.g. Native Studies), and assisting students in understanding statistical concepts and procedures and related marking (e.g. Psychology). While marking duties related to the problem-solving sessions would normally be required, Academic Assistants are not to be responsible for the overall evaluation of students in a tutorial or workshop group, or the assigning and marking of students' overall written and oral work in a course.

Student Computer Lab Advisor shall be defined as an enrolled Trent student who extends services in the Department of Information Technology lab, actively assisting users and monitoring lab activities.

Student Marker shall be defined as an enrolled Trent student who completes the marking and/or grading of the work of students in a course, tutorial/workshop or lab. Duties related to the position, which shall be in accordance with University and departmental practices, shall be determined by the person(s) who has (have) principal responsibility for the course. Such duties normally include preparation based on course materials; marking and/or grading of lab reports/assignments, tests, exams and essays, including commenting upon students' work as required

APPENDIX C

COUNSELLING SERVICE

Members of the bargaining unit are entitled to use the services of the Careers and Counselling Centres. In the event that counselling services are no longer offered by the University, the Employer agrees to seek other agencies to supply similar services.

APPENDIX D

Letter of Understanding

Re: Intellectual Property Management Policy

It is agreed that a CUPE, Local 3908 (Unit 2) representative will participate in joint discussions with the Office of the Associate Vice-President (Research) to develop an Intellectual Property Management (IPM) policy.

Dated at Peterborough this 7th day of November, 2005.

For the University:

**J. Muldoon
S. Williams**

For CUPE, Local 3908 (Unit 2):

**M.J. Brady
V. Patrick**

APPENDIX E

Memorandum of Agreement

Between

The Board of Governors on behalf of Trent University ("University")

And

The Canadian Union of Public Employees, Local 3908 (Unit 2)

On

Work Assignment

WHEREAS Clause 19.02 “Work Assignment” of the CUPE 3908 (Unit 2) Collective Agreement resulted in a Graduate Teaching Assistant being responsible for work assignments in ERSC 100 outside the scope of the GTA’s expertise;

AND WHEREAS the University and CUPE 3908 (Unit 2) wish to ensure that GTA’s assigned to ERSC 100 are able to carry out their assigned workload;

THEREFORE, the undersigned representatives of the University and CUPE 3908 (Unit 2) agree as follows:

Given the interdisciplinary nature of ERSC 100, the University undertakes to ensure that GTA’s will be assigned work appropriate to their undergraduate experience.

DATED at Peterborough, this __ day of February, 2001.

For the University:

**S. Williams
J. Muldoon**

For CUPE, Local 3908 (Unit 2):

**V. Patrick
R. Barker**

APPENDIX F

MEMORANDUM OF UNDERSTANDING

Ph.D. STUDENT INSTRUCTORSHIP

The parties recognize the problem in finding suitably qualified instructors for courses in Native Studies and Canadian Studies, as well as the desire of CUPE 2 Trent Ph.D. students in these specialized disciplines to acquire teaching experience.

Therefore it is agreed that these courses will be posted under the CUPE Unit 1 agreement. If these positions are not filled under that agreement, it is agreed that the employer may assign qualified Ph.D. students to teach these courses as "Ph.D. Student Instructor" on a one time basis.

A Ph.D. Student Instructor shall be defined as an individual who is assigned principal responsibility for the preparation and presentation of a course, subject to reasonable limitations associated with the approved course syllabus. Duties related to the position, which shall be in accordance with University and departmental practices, include lecturing, the conduct of seminars/tutorials, marking, the development and administration of tests and examinations, submission of grades, as required, and the maintenance of reasonable hours for student contact outside of scheduled hours.

Any such Ph.D. students assigned to such positions shall remain members of CUPE Unit 2 and otherwise subject to the terms and conditions of that Collective Agreement. The rate of pay for a "Ph.D. Student Instructor" shall be the same rate as a CUPE Unit 1 Course Instructor.

These individuals shall have the option to decline such an appointment, and be assigned a normal GTA position. Ph.D. Instructors must complete and sign an approval form to undertake the assignment.

Enrolment in the above named courses shall be limited to thirty (30) students and Ph.D. Student Instructors will not be expected to exceed the average of ten (10) hours of work per week.

The Employer will notify, in writing, both CUPE 3908, Unit 1, and CUPE 3908, Unit 2, of such appointments.

DATED at Peterborough, this __ day of October, 2002

For the University:

J. Muldoon
S. Williams

For CUPE, Local 3908 Unit 2:

M.J. Brady
V. Patrick

THIS COLLECTIVE AGREEMENT

SIGNED AT PETERBOROUGH, ONTARIO

THIS 6th DAY OF JANUARY, 2006

For Trent University:

***Bonnie Patterson
President and Vice-Chancellor***

***Douglas Evans
Dean of Graduate Studies***

***Joseph Muldoon
Assistant to the Dean
of Arts & Science***

***Stephanie Williams
Manager of Labour Relations***

For CUPE, Local 3908 (Unit 2):

***Philip Fozard
President
CUPE 3908.2***

***Amy Brown
Treasurer
CUPE 3908.2***

***Karen Sutherland
Chief Steward
CUPE 3908.2***

***Val Patrick
Business Agent
CUPE 3908.2***